

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

HOPEWELL-PILOT PROJECT, LLC

Plaintiff,

vs.

**ENSOURCE INVESTMENTS LLC, a
Delaware limited liability company**

Defendant.

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Civil Action No. _____

Jury Demanded

PLAINTIFF'S ORIGINAL COMPLAINT

A. PARTIES

1. Plaintiff, Hopewell-Pilot Project, LLC ("Hopewell"), is a Texas limited liability company, licensed to do business in the State of Texas and does conduct business in Houston, Harris County, State of Texas.

2. Defendant, EnSource Investments LLC ("EnSource") is a Delaware limited liability company that maintains its principal place of business at 216 Centerview Drive, Suite 160, Brentwood, TN 37027 and may be served with civil process by serving its registered agent, The Corporation Trust Company, Corporation Trust Center, 1209 Orange St., Wilmington, DE 19801.

B. JURISDICTION

3. The court has jurisdiction over the lawsuit under 28 U.S.C. §1332(a)(1) because the plaintiff and the defendant are citizens of different states and the amount in controversy exceeds \$75,000, excluding interest and costs.

4. Venue is proper in this district under 28 U.S.C. §1391(b)(2) because a substantial part of the events or omissions giving rise to this claim occurred in this district

D. FACTUAL BACKGROUND

5. Hopewell is a Houston-based company.

6. EnSource initially provided a bridge loan to Hopewell. The bridge loan was later converted, at EnSource's insistence, into equity through a subscription agreement and an amended Company Agreement attached hereto as Exhibits 1 and 2.

7. Pursuant to the agreement between the parties, EnSource agreed to fund the Hopewell project in three separate installments. EnSource failed and refused to make the final \$100,000.00 payment. EnSource was due to make this payment on December 31, 2016 and failed to do so.

E. COUNT 1 - BREACH OF CONTRACT

8. Plaintiff incorporates by reference the allegations made in all foregoing and subsequent paragraphs of this Petition.

9. Plaintiff sues Defendants for breach of contract. The elements of breach of contract are:

- a. There is a valid, enforceable contract.
- b. Plaintiff is a proper party to sue for breach of the contract.
- c. Plaintiff performed, tendered performance of, or was excused from performing its contractual obligations.
- d. Defendant breached the contract.
- e. Defendant's breach caused the Plaintiff injury.

10. Defendant, however, has not performed its contractual obligations. Specifically, defendant failed to pay Hopewell on December 31. Defendant's nonperformance constitutes a breach of the parties' agreement.

F. DAMAGES

11. As a direct and proximate result of defendant's breach, plaintiff suffered the following damages:

- a. The amount that remains due to plaintiff under the terms of the contract.
- b. Reasonable expenses in reliance on defendant's performance of the contract.
- c. Loss of net profits.
- d. Damages under a liquidated-damages clause in the contract.

G. ATTORNEY FEES

12. As a result of defendant's breach, plaintiff retained counsel and seeks reimbursement for its reasonable attorney fees.

J. JURY DEMAND

13. Plaintiff demands a trial by jury on all issues of fact.

PRAYER

WHEREFORE, PREMISES CONSIDERED, Plaintiff, Hopewell requests that upon final hearing or trial it have judgment against Defendant, jointly and severally, as follows:

1. actual damages;
2. reasonable and necessary attorneys' fees incurred in prosecuting Plaintiff's lawsuit through trial and all appeals;
3. prejudgment and post-judgment interest as permitted by law;
4. costs of court; and
5. such other and further relief, both at law and in equity, as this Court may consider proper and just.

Respectfully submitted,

PATTERSON PC

/s/ Pete T. Patterson

Pete T. Patterson

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**ATTORNEY IN CHARGE FOR
PLAINTIFFS**